

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the VERMONT HOUSING AND CONSERVATION BOARD, a public instrumentality of the State of Vermont, with an address of 136 1/2 Main Street, Montpelier, Vt. 05602, GRANTOR, in consideration of One Dollar and other valuable consideration paid to its full satisfaction by the STATE OF VERMONT does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said GRANTEE, STATE OF VERMONT, its successors and assigns forever, a certain parcel of land located in the Town of Bolton, County of Chittenden and State of Vermont, described as follows, viz:

Leo Lafreniere's home farm of 462 acres, more or less, being all and the same land and premises conveyed to the Grantor, Vermont Housing and Conservation Board by Warranty Deed of Leo Lafreniere of even date to be filed in the Bolton Land Records which reserved unto Leo Lafreniere the following rights for the term of Leo Lafreniere's natural life:

1. The use of the existing dwelling and two acres of land as my personal residence. Said two acres is bounded northerly by the southerly right-of-way line of Town Highway No. 1; easterly by the westerly right-of-way line of Town Highway No. 12; southerly and westerly by lines to be mutually agreed upon by Leo Lafreniere and the State of Vermont.

In the event that the house should be destroyed or to otherwise become uninhabitable, Leo Lafreniere reserved the right, at his own expense, to install a suitable alternate temporary dwelling on two acres. At such time as the reserved life estate shall cease, Leo Lafreniere or my heirs or assigns shall within 60 days of such cessation remove said temporary dwelling at no expense to the Grantee, State of Vermont. It is understood that the cost of any maintenance needed or improvements made during the tenure of his life estate shall be Leo Lafreniere's sole responsibility and that he will maintain the dwelling and the above described two acres in a husband like manner.

2. The use of the barns as they now exist.
3. The use of the deer camp as it now exists.
4. The exclusive right to use the existing water supply and the right to drill a well at his own expense if he so desires.

5. The right to cut firewood for Leo Lafreniere's personal use on the herein conveyed premises. Said firewood shall be designated by the Forestry District Manager.

It is further understood that if Leo Lafreniere should fail to personally reside in the dwelling as above described for a period of one year then this life estate and all rights as outlined above shall cease.

By the acceptance of this deed the GRANTEE, STATE OF VERMONT, stipulates to the following:

The property herein conveyed is being acquired for the purpose of adding it to the Camels Hump State Park and subject to the Camels Hump State Park Land Management Plan (the "Management Plan").

The property herein conveyed shall be used for agricultural, forestry, educational, non-commercial recreation and open space purposes in accordance with the Management Plan and reasonable use as a state park. Other than the rights reserved by Leo Lafreniere, no residential, commercial, industrial, or mining activities shall be permitted, and no building or structure shall be constructed, created, erected or moved onto the property, unless the activity is in accordance with the Management Plan, furthers the public use of the property as part of the Camels Hump State Park or protects environmental systems, encourages sound utilization and conservation of agricultural and forest resources, and preserves the scenic beauty of the property.

It is the intention of Grantor and Grantee herein that the least change to the existing premises and its uses is most desired. Although utility lines across the premises are not desired, they might be necessary for reasonable park maintenance and use. Grantee agrees that every reasonable effort will be made to keep the existing farmland in agricultural use. In the event the agricultural land on the property lies fallow for more than two successive years, the Grantee shall make every reasonable effort to ensure that the land remains in an open condition and in active agricultural use. However all improvements to the property shall be completed and located in a manner which will minimize the loss of the agricultural and forestry potential or the scenic beauty of the property.

The property shall not be subdivided or conveyed in separate parcels or conveyed or transferred contrary to the provisions herein.

The land located across from the present driveway to the dwelling house shall not be used for public parking for the tenure of Leo Lafreniere's life estate.

Should the premises cease to be used solely as provided in Attachment A to Grant Agreement #89-075A between the Grantor, Vermont Housing and Conservation Board and the State of Vermont Agency of Natural Resources (the "Grant Agreement") and as part of the Camel's Hump State Park, then the estate hereby granted to the Grantee

shall cease to exist and shall revert and vest in the Vermont Housing and Conservation Board, 136½ Main Street, Montpelier, Vermont 05602. Said reversion shall not be automatic, but in the nature of a right of entry for condition broken or executory interest, which right, if exercised by the Grantor, Vermont Housing and Conservation Board on substantial violation of the above conditions, is exercised by mailing a notice of violation by certified mail to the Grantee, State of Vermont. Said notice shall describe the breach and shall declare that the power of termination shall be exercised if the breach is not corrected within a period of ninety days. A copy of the notice shall simultaneously be recorded in the appropriate land records. Failure on the part of the Grantor, Vermont Housing and Conservation Board to enforce other aspects of the Grant Agreement shall not constitute a waiver of Grantor's rights under this paragraph.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said GRANTEE, STATE OF VERMONT its successors and assigns, to its own use and behoof forever; and that the said GRANTOR, VERMONT HOUSING AND CONSERVATION BOARD, for itself and its successors and assigns does covenant with the said GRANTEE, STATE OF VERMONT, its successors and assigns, that until the signing of these presents that it is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; EXCEPT as above stated and it hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as above stated.

IN WITNESS WHEREOF Gustave Seelig, duly authorized agent for the VERMONT HOUSING AND CONSERVATION BOARD and pursuant to appropriate authority, hereunto sets his hand this 29th day of March 1991.

IN THE PRESENCE OF

James M. Lyle

VERMONT HOUSING AND CONSERVATION
BOARD

Pamela Boyd

Witness

By: Gustave Seelig

Gustave Seelig, Its duly authorized agent

STATE OF VERMONT)
WASHINGTON COUNTY) SS.

At Montpelier, Vermont this 29th day of March 1991, Gustave Seelig personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the VERMONT HOUSING AND CONSERVATION BOARD.

Before me,

James M. Lyle
Notary Public

Bolton Town Clerk's Office

Rec'd for record 3-29 1991 AD.

at 12 o'clock 00 minutes P M

Recorded in Book 43 Page 432-436

Attest Ellen Champagne Town Clerk.

Vermont Property Transfer Tax
32 V.S.A. Chap. 131
-ACKNOWLEDGMENT-
Return Rec'd.-Tax Paid.-Board on Health Care Rec'd.-
Vt. Land Use & Development Plans Act Cert. Rec'd.
Return No. 9-91
Signed Ellen Champagne, Clerk
Date 3-29-91